

**STATE OF RHODE ISLAND
PROVIDENCE, S.C.**

SUPERIOR COURT

**CENTRO, LLC. d/b/a Centro
Restaurant and Lounge**

v.

**TWIN CITY FIRE INSURANCE
COMPANY**

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C.A. NO.

COMPLAINT

PARTIES

1. Centro, LLC. d/b/a Centro Restaurant and Lounge (Centro) is a duly registered limited liability company in the State of Rhode Island.
2. Twin City Fire Insurance Company, (Twin City) upon information and belief, is a licensed insurance producer in the State of Rhode Island.
3. The matter in controversy, exclusive of interest and costs, is in excess of the jurisdictional minimums of this Court.

CAUSE OF ACTION

4. Twin City Fire Insurance Company issued commercial policy number 02 SBA AK 1593 to Centro for the policy period of September 29, 2019 to September 29, 2020 for the property located at 1 W Exchange Street, Providence, Rhode Island.
5. The Twin City policy included "Limited Fungi, Bacteria or Virus Coverage... including business income and extra expense coverage."
6. In March 2020, the Coronavirus pandemic resulted in Governor Raimondo's stay at home executive orders and the closure of Centro's restaurant located in the Omni Hotel, in Providence, RI.
7. Centro has sustained loss of income, business interruption and incurred expenses as a result of civil authorities prohibiting access to the insured premises.
8. The commercial, business and property losses and damages, costs and expenses, income losses sustained, as a result of the Coronavirus.
9. Twin City denied the Plaintiff's properly and timely filed claim.

COUNT I
BREACH OF CONTRACT

10. Plaintiff re-alleges and reavers paragraphs 1-9.
11. Centro entered into a contract for insurance under policy number 02 SBA AK1593 with Twin City.
12. Centro fulfilled its obligations under the contract of insurance and timely filed a claim.
13. Plaintiff suffered loss of business income and property damage, and incurred extra expenses covered by the policy.
14. Defendant's denial of Plaintiff's claim constitutes a breach of contract.
15. As a result of the Defendant's breach Plaintiff has suffered damages, at a minimum, in the amount of unpaid insurance proceeds.

WHEREFORE, Plaintiff prays judgement against the Defendant in an amount in excess of the minimum jurisdictional requirements of this Court plus interest and costs.

COUNT II
VIOLATION OF R.I. GEN. LAWS §9-1-33
BAD FAITH

16. Plaintiff re-alleges and reavers paragraphs 1-15.
17. Defendant misrepresented a material fact and policy provision related to the coverage in violation of R.I. Gen. Laws §27-9.1-4.
18. Defendant failed to effectuate a fair and equitable settlement after liability became reasonably clear upon the widespread contamination of property by the coronavirus and subsequent business closures by civil authorities.
19. Defendant summarily denied Plaintiff's claim upon receipt, for which coverage exists, without conducting a reasonable investigation and did so knowingly in violation of R.I. Gen. Laws §27-9.1-4.
20. As a result of Defendant's knowing conduct, Plaintiff has suffered damages.

WHEREFORE, Plaintiff prays judgment against the Defendant in an amount in excess of the minimum jurisdictional requirements of this Court plus treble damages, punitive damages, attorney's fees, interest and costs.

Plaintiff,
Centro, LLC.
By its Attorneys,

Petrarca & Petrarca Law Offices

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Plaintiff hereby demands a trial by jury.

DATE: October 23, 2020